

## REMARKS

Claims 1, 2 and 4-11 are pending. Claims 1, 2 and 4-11 currently stand rejected. Claim 4 is amended herein. The assignee respectfully traverses the rejections and requests allowance of claims 1, 2 and 4-11.

### Claim Rejections – 35 U.S.C. § 112

Claim 4 is rejected as dependent on a cancelled claim. Claim 4 is amended herein. The assignee respectfully requests allowance of the claim.

### Claim Rejections – 35 U.S.C. § 102, 35 U.S.C. § 103

Claims 1, 2 and 4-11 stand rejected under 35 U.S.C. § 102(b) as anticipated by, or in the alternative, obvious over U.S. Patent No. 5,915,214 (Reece). Claim 1 recites:

1. A method for providing communication services, the method comprising:
  - (a) at a retail business, providing a wireless transceiver device to a customer of the retail business, wherein the wireless transceiver device is configured to receive at least one of a plurality of different communication services and provide the at least one of the plurality of different communication services to the customer of the retail business;
  - (b) receiving in at least one location of the retail business, the plurality of different communication services from a network system;
  - (c) in response to providing the wireless transceiver device to the customer of the retail business, receiving in the at least one location of the retail business a request from the wireless transceiver device for the at least one of the plurality of different communication services; and
  - (d) at the at least one location of the retail business, processing the request for the at least one of the plurality of different communication services; and
  - (e) in response to processing the request, providing the at least one of the plurality of different communication services from the at least one location of the retail business to the wireless transceiver device over a wireless network.

To support a rejection under 35 U.S.C. § 102 or § 103, the prior art must teach or suggest all limitations of the rejected claim. The assignee respectfully asserts that Reece does not teach or suggest all limitations of the rejected claims, and requests their allowance.

Reece does not disclose at a retail business, providing a wireless transceiver device to a customer of the retail business as required by claim 1. In fact, Reece does not even require providing wireless transceiver devices to customers. There is no mention in Reece of any distribution of wireless transceiver devices.

Reece also does not disclose receiving in at least one location of the retail business, the plurality of different communication services from a network system as required by claim 1. Rather, Reece discloses CPF 10 receiving and analyzing information concerning the different wireless communication services being offered in a certain geographical region. Specifically, the information received relates to service costs, such as bottom line per minute rates, from either service providers or collected via independent research. (Reece, col. 10, lines 22-33). Per minute rates and communication services information received at CPF 10 in Reece do not constitute the communication services received in at least one location of the retail business required by claim 1.

Further, Reece does not disclose receiving in the at least one location of the retail business a request from the wireless transceiver device for the at least one of the plurality of different communication services, processing the request, and in response to processing the request providing the at least one of the plurality of different communication services from the at least one location of the retail business to the wireless transceiver device as required by claim 1. Instead, Reece discloses a user interrupt to initiate two-way communications. In response to a user interrupt communication device 14 attempts to acquire an open channel with the selected service provider (Step 660). If an open channel is available, the device will proceed to carry on two-way communications according to the standard operating procedure of the selected service provider. (Step 670). (Reece, col. 13, lines 4-5; lines 28-31). The office action asserts that CPF 10 reads on the retail business of claim 1. Yet, CPF 10 does not receive a request, process a request, nor provide communication services. CPF 10 merely provides cost information to communication device 14. Communication device 14 then communicates directly with communications network transceiver base 16 in conducting two-way communications. The rejection is therefore improper.

Reece does disclose Central Processing Facility (CPF) 10 providing service for incoming communications. (Reece, col. 15, lines 10-15). Claim 1 requires in at least one

location of a retail business *receiving a plurality of communication services* from a network system and *providing the plurality of communication services* to the wireless transceiver device over a wireless network. Reece discloses CPF 10 receiving *incoming communications* to provide incoming communication services. CPF 10 does not receive *a plurality of communication services*. Rather, CPF 10 *provides* some incoming communication services, such as voice mail and e-mail. (Reece, col. 15, lines 5-15). Because CPF 10 receives *communications* and provides services, rather than receiving and providing services, Reece does not disclose all the limitations of claim 1.

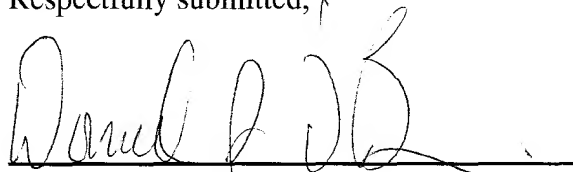
In view of the above discussion, the assignee respectfully asserts that claim 1 should be allowed. The remaining dependent claims rely on otherwise allowable claim 1. Discussion of the rejections of the remaining dependent claims is therefore obviated in the interests of brevity. The assignee respectfully requests allowance of claims 1, 2 and 4-11.

## CONCLUSION

Based on the above remarks, the assignee submits that claims 1, 2 and 4-11 are allowable. Additional reasons in support of patentability have been omitted in the interests of clarity and brevity. The assignee thus respectfully requests allowance of claims 1, 2 and 4-11.

The Assignee believes no fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 21-0765.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald B. O'Brien", is written over a horizontal line.

**SIGNATURE OF PRACTITIONER**

Donald B. O'Brien

Setter Roche LLP

Telephone: (720) 562-2280

**Correspondence address:**

**CUSTOMER NO. 28004**

Attn: Melissa A. Jobe

Sprint Law Department

6450 Sprint Parkway

Mailstop: KSOPHN0312-3A461

Overland Park, KS 66251